

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656987

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SECRETARIAT ECONOMISTS LLC		06/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as collateral agent		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2227828	ECONOMISTS INCORPORATED	
<b>Registration Number:</b>	2245627	EI	
<b>Registration Number:</b>	2214500	ECONOMISTS INK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617.449.6926		
<b>Email:</b>	mwaite@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Melissa D. Waite/Jones Day		
<b>Address Line 1:</b>	100 High Street, 21st Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1781		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-185115		
<b>NAME OF SUBMITTER:</b>	Melissa D. Waite		
<b>SIGNATURE:</b>	/Melissa D. Waite/		
<b>DATE SIGNED:</b>	06/30/2021		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2021, (this “**Agreement**”), among Secretariat Economists LLC, a Delaware limited liability company (the “**Grantor**”) and KeyBank National Association, as Collateral Agent.

WHEREAS, Secretariat Advisors LLC (the “**Parent Borrower**”), Secretariat International Inc. (the “**Co-Borrower**”) and, together with the Parent Borrower, the “**Initial Borrowers**”) and, collectively with the Initial Borrowers and any Additional Borrowers from time to time party to the Credit Agreement (as defined below), the “**Borrowers**”), Secretariat Advisors Holdings LLC, (“**Holdings 1**”), Secretariat International Holdings LLC, (“**Holdings 2**”) and, together with Holdings 1, the “**Parent Guarantors**”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and L/C Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement dated as of October 9, 2020 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of October 9, 2020, among the Initial Borrowers, the Parent Guarantors, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and
- (b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

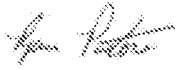
SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

*[Remainder of page intentionally left blank; signature pages follow]*

SECRETARIAT ECONOMISTS LLC,  
as the Grantor

By:   
Name: John Little  
Title: Chief Financial Officer & Chief Operating  
Officer

KeyBank National Association,  
as Collateral Agent

By:   
Name: Ryan Pastore  
Title: SVP

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>App. No.</u> <u>Reg. No.</u>
ECONOMISTS INCORPORATED	USA	Secretariat Economists LLC (f/k/a Economists Incorporated)	Application No. 75385483 Registration Number: 2227828
EI	USA	Secretariat Economists LLC (f/k/a Economists Incorporated)	Application No. 75385560 Registration Number: 2245627
ECONOMISTS INK	USA	Secretariat Economists LLC (f/k/a Economists Incorporated)	Application No. 75385485 Registration Number: 2214500